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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

Agenda Item No. 8(H)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Joint Use Agreement with the School Board of Miami-Dade County at the Site Owned by Miami-Dade County at Zoo Miami, and Authorizing the County Mayor or the County Mayor's Designee to Execute Joint Use Agreement

Resolution No. R-40-16

Recommendation

It is recommended that the Board of County Commissioners adopt the attached resolution authorizing the Joint Use Agreement with the School Board of Miami-Dade County (District) at the site owned by Miami-Dade County (County) at Zoo Miami, and authorizing the County Mayor or the County Mayor's designee to execute Joint Use Agreement.

Scope

The site that is the subject of the Joint Use Agreement is land owned by Miami-Dade County within Zoo Miami for the operation of Middle/High School Science/Zoo Magnet Programs (Magnet Programs). Zoo Miami is located in County Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The District will be responsible for all maintenance, repair, and upkeep of the demised area, including the school portables. In addition, the District shall collect and dispose of garbage and litter within the demised area, and provide all routine custodial or janitorial services and all utilities serving the demised area. The County and the District will enter into a separate operating agreement to address operational issues relating to the Magnet Programs access to and use of Zoo Miami facilities.

Track Record/Monitor

John Bowers of the Property Management Section of the Parks, Recreation and Open Spaces Department (PROS) will ensure completion and monitoring of the Joint Use Agreement.

Background

The site is owned by the County within Zoo Miami and is vacant and unimproved. The Joint Use Agreement (Attachment A) with the District is required to facilitate joint use of the site that benefits Zoo Miami, the students of the District, and the residents of the County. Since 1988, the District has utilized four (4) portable classrooms at the Zoo Miami facility, pursuant to a Joint Operating Agreement (Former Agreement) with the County, as part of the Magnet Program at Richmond Heights Middle School. The Former Agreement expired on May 31, 2014, but uninterrupted use was facilitated through the execution of a temporary permit to allow the parties sufficient time to finalize negotiations and execute a new Joint Use Agreement.

Prior to the expiration of the Former Agreement, the County advised the District that it would be required to relocate the four (4) portable classrooms housing the Magnet Programs from their current location to an alternate site within the Zoo Miami facility at the District's sole cost and expense. In addition, beginning with the 2015-16 school year, the District will add a high school component to the Magnet Programs, which requires the installation of new portable classrooms to accommodate both the middle and high school magnet programs. In this regard, the District's Office of School Choice and Parental Options has secured a Magnet Program Assistance Program grant to provide funds for the operation of the expanded high school program for a three-year period.

Accordingly, it will be necessary for the parties to enter into a new Joint Use Agreement to provide for the installation of new portable classrooms and the long-term operation of the Magnet Programs at Zoo Miami. The District shall be responsible, at its sole cost and expense, for all work necessary to install up to 13 portable classrooms. The portables will be installed in multiple phases as additional grade levels are added within the demised area. The first phase (consisting of three (3) science labs, two (2) classrooms, and one (1) restroom building) will replace the portable classrooms currently serving the Middle School Magnet Program, as well as provide classroom space for the launching of the new High School Magnet component. Future phases shall be coordinated and scheduled with the County to assure minimal impact on Zoo Miami operations.

The District will continue to operate the Magnet Programs at the existing location through December 31, 2015 under the auspices of the Temporary Permit. This will provide sufficient time for the parties to finalize the Joint Use Agreement and for the District to install/construct the facilities at the new location. The Temporary Permit will terminate effective with the commencement of the Joint Use Agreement.

The Joint Use Agreement was submitted to the United States Department of Interior's National Parks Service (NPS) for review for consistency with the provisions of the Quitclaim Deed and incorporates its suggested changes. Attachment B is a copy of the letter from the NPS, whereby the NPS found the Joint Use Agreement satisfactory and found the Joint Use Agreement to be in concurrence with the provisions of the Quitclaim Deed which granted land from the Secretary of the Interior, Bureau of Outdoor Recreation to Miami-Dade County for public park and recreation purposes.

Attachments

Michael Spring, Senior Advisor
Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(2)
1-20-16

RESOLUTION NO. R-40-16

RESOLUTION APPROVING A JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR PROPERTY LOCATED WITHIN ZOO MIAMI TO BE USED BY THE SCHOOL BOARD FOR EDUCATIONAL/RECREATIONAL USE AS A PART OF THE SCIENCE/ZOO MAGNET PROGRAMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, MIAMI-DADE COUNTY (the "County") and the SCHOOL BOARD of MIAMI-DADE COUNTY (the "District") are mutually interested in and concerned with providing and making recreational/educational programs, activities and facilities for the use and benefit of both the students of the DISTRICT and residents of the COUNTY,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Use Agreement between the School Board of Miami-Dade County and Miami-Dade County in substantially the form attached hereto and made a part thereof, for the premises to be used for recreational/educational programs, activities and facilities, and authorizes the County Mayor to take appropriate actions to accomplish same; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

ATTACHMENT A

FLPZooJointUseAgree-NPS review 3/3/15 and PROS revisions 3/5/15 - FINAL 07.21.15

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("**Agreement**"), made and entered into this _____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**COUNTY**"). The BOARD and COUNTY are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and COUNTY are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of Miami-Dade County Public Schools (the "**District**") and the residents of the COUNTY; and

WHEREAS, the COUNTY owns and has under its jurisdiction certain real property used as a zoological garden and other public park purposes, known as Zoo Miami (hereinafter referred to as the "**Zoo**"); and

WHEREAS, since 1988, the District has utilized facilities at the Zoo as a part of the Science/Zoo Magnet Program at Richmond Heights Middle School ("**Magnet Program**"); and

WHEREAS, the BOARD continued to operate the Magnet Program at the Zoo under that certain Joint Operating Agreement, dated February 25, 2005, ("**Joint Operating Agreement**"), to allow the BOARD to utilize Board-owned portable classrooms located within the Zoo facility to provide on-site classroom and laboratory facilities; and

WHEREAS, the Joint Operating Agreement was extended, via a letter agreement between the Parties dated May 4, 2009, for the period of July 1, 2009 through May 31, 2014; and

WHEREAS, the COUNTY notified the BOARD that it would be required to relocate the existing BOARD-owned portable classrooms from their current location, to an alternate site within the Zoo facility, at the BOARD'S expense; and

WHEREAS, concurrent with the relocation of the portable classrooms, the BOARD wishes to expand its current Magnet Program at the Zoo to include a high school component,

which would require the installation of additional portable classrooms at the Zoo to accommodate both the middle and high school magnet programs ("**Middle/High School Magnet Programs**"); and

WHEREAS, the Joint Operating Agreement expired on May 31, 2014; and

WHEREAS, the Parties entered into a Temporary Use Permit, dated May 29, 2014 ("**Permit**"), to allow the BOARD to continue operating the Magnet Program at the current location at the Zoo on an interim basis, under the same terms and conditions of the Joint Operating Agreement, to provide sufficient time for the Parties to develop and finalize a new Agreement, and for the BOARD to construct the new facilities; and

WHEREAS, the Parties are desirous of entering into this Agreement to allow the BOARD to install additional portables at an alternate location within the Zoo facility, for the long-term operation of the Middle/High School Magnet Programs; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of September 3, 2014, School Board Agenda item F-3, Board Action # 117,151 approved this Agreement; and

WHEREAS, Miami-Dade County by the adoption of Resolution No. _____, at its meeting of _____, 20___, approved this Agreement; and

WHEREAS, the Permit shall be cancelled concurrent with the Commencement Date (as defined below) of this Agreement; and

WHEREAS, the COUNTY and BOARD shall enter into a separate operating or affiliating agreement ("**Operating Agreement**") to address operational issues relating to the Middle/High School Magnet Programs access to and use of Zoo facilities.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and COUNTY agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED AREA

Effective with the Commencement Date of this Agreement (as defined in Article III below), the COUNTY shall provide the BOARD with the use of a portion of the Zoo facility, situated in

Miami-Dade County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**DEMISED AREA**"). The BOARD shall have the right of ingress and egress across roadways, alleys, parking lots and other driving surfaces controlled by the Zoo, as well as mutually agreed to portions of the Zoo facility necessary for the BOARD, its faculty, staff, students, parents and invitees, to gain access to the DEMISED AREA. The BOARD shall also have use of designated portions of the Zoo parking lot for faculty, staff, parent and invitee parking, and a designated location in close proximity to the DEMISED AREA for the drop-off/pick-up of District students utilizing school buses associated with the Middle/High School Magnet Programs.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The initial term of this Agreement shall be for a period of twenty (20) years (the "**Initial Use Term**"), commencing upon issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent for the Work (as defined in Article VI of this Agreement), which document shall be attached hereto and made a part hereof as **Exhibit "B"** (hereinafter referred to as the "**Commencement Date**"). The Parties agree that the Permit shall be terminated concurrent with the Commencement Date of this Agreement, and no longer be in force and effect.

IV.

CONSIDERATION

The BOARD shall pay the COUNTY as consideration for use and occupancy of the DEMISED AREA throughout the term of this Agreement, and any renewal thereof, the sum of one dollar ($1.00) per year in advance beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF DEMISED AREA

The DEMISED AREA as identified in Exhibit "A" shall only be used by the BOARD for the purpose of constructing educational and/or recreational improvements, as further defined in Article VI of this Agreement, and for the operation of educational and/or recreational programs by the BOARD. The BOARD covenants and agrees to accept the DEMISED AREA in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants or other encumbrances of record, including in particular the reservations, exceptions, restrictions, conditions, and covenants contained in that certain Quitclaim

Deed between the United States of America, as Grantor therein, and the County, as Grantee therein, executed and delivered on October 1, 1974, and recorded in Official Record Book of Dade County, Florida No. 8799 at pages 1589-1597, and that certain Corrective Quitclaim Deed between said Grantor and Grantee executed and delivered on September 30, 1975, and recorded in Official Record Book of Dade County, Florida No. 9159 at pages 926-937, including therein the approved Program of Utilization submitted by the County on June 13, 1973, as amended (hereinafter collectively "Quitclaim Deed").

The COUNTY makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED AREA for the BOARD'S operations or any specific use. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

In the event a determination is made by the BOARD during its due diligence activities (as detailed in Article XXXV) that the DEMISED AREA is not viable for the BOARD'S intended use, the BOARD shall so notify the COUNTY in writing, and this Agreement shall terminate as of the date of said notification, and be of no further force and effect.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the DEMISED AREA at all times throughout the term of this Agreement. The exact areas and periods of use may be modified from time to time throughout the school year by mutual agreement of the Parties, or their designees.

The use of the DEMISED AREA for carnivals, fairs, mechanical rides, midways, or the same or similar kinds of activities, and the sale or consumption of alcoholic beverages is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, COUNTY, State, or Federal government upon the DEMISED AREA.

The BOARD agrees that the DEMISED AREA shall not be used for storage of construction or maintenance materials or vehicles, other than those related to the Work (as defined in Article VI of this Agreement) or the ongoing operation of the BOARD'S program, or for the storage or long-term parking of vehicles.

The BOARD shall be responsible for providing proper supervision of the DEMISED AREA during the BOARD'S daily period of use. The BOARD shall secure and lock all perimeter gates at the completion of its daily use of the DEMISED AREA.

VI.

IMPROVEMENTS BY THE BOARD

The BOARD shall be permitted to construct, at its sole cost and expense, a number of improvements on the DEMISED AREA. Work shall include, without limitation, clearing of site, site preparation, installation of up to thirteen (13) portable classrooms ("**Portables**"), concrete walkways, fence and gate installation, water and sewer improvements, and interior renovations to the Portables, all as substantially depicted in **Exhibit "C"** attached hereto and made a part hereof (all such improvements, along with any future improvements to be constructed by the BOARD on the DEMISED AREA shall collectively be referred to herein as the "**Work**"). The Parties agree that the Portables shall be installed by the BOARD in multiple phases. The first phase shall be completed concurrent with the Commencement Date of the Agreement, and shall include site infrastructure improvements and the installation of a limited number of Portables. Future phases shall be coordinated and scheduled with the COUNTY to assure minimal impact on Zoo operations.

Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, in effect at the time the plans are submitted for review. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the BOARD shall provide evidence of same to the COUNTY prior to commencement of any Work. Unless otherwise agreed to by the Parties, the COUNTY'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work taking place on the DEMISED AREA. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the COUNTY'S Building department or other appropriate jurisdictional governmental entities, and shall at all times be in compliance with all applicable laws, rules and regulations. All permits shall be properly closed by the BOARD upon completion of the Work, and evidence of same, satisfactory to the COUNTY, shall be provided. All Work shall be limited to those areas designated in the plans.

The BOARD shall cause any contractors doing work within the DEMISED AREA to indemnify and hold harmless the COUNTY, its employees and representatives from any and all liability, damages and claims. In addition, the BOARD shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably

required by the COUNTY, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The Miami-Dade County Board of County Commissioners, its employees and agents", as additional insured on the Commercial General Liability Insurance.

The BOARD does hereby agree to indemnify and hold harmless the COUNTY, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000, from and against any claims, liabilities, losses and causes of action arising out of or in connection with any construction costs and expenses for improvements made by the BOARD on the DEMISED AREA.

All permanent improvements or facilities installed, operated and maintained by the BOARD within the DEMISED AREA pursuant to this Agreement shall become the property of the COUNTY, without compensation due to the BOARD, at such time as the COUNTY accepts installation of same as being final and in compliance with all appropriate regulations.

VII.

MAINTENANCE AND CUSTODIAL SERVICES

The BOARD, at the BOARD'S expense, shall be responsible for all maintenance, repair and upkeep of the DEMISED AREA, including the perimeter fencing and all improvements located thereon, as is necessary to keep the same in a good, safe and clean condition at all times. In addition, the BOARD shall collect and dispose of garbage and litter within the DEMISED AREA, and provide all routine custodial or janitorial services to the DEMISED AREA in compliance with the BOARD'S standard operating procedures and frequency of service.

Notwithstanding the above, the COUNTY shall be responsible for making any required repairs to the DEMISED AREA, at its sole cost, where the BOARD can clearly substantiate that such improvements were damaged as a result of the actions or negligence of the COUNTY.

VIII.

INSURANCE

The BOARD shall, on or before the Commencement Date, and all times during the term of this Agreement, provide the COUNTY with confirmation of the BOARD'S self-insurance

program or, in the alternative, proof of insurance in the types and amount of coverage as may be reasonably required by the COUNTY, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The Miami-Dade County Board of County Commissioners, its employees and agents", as additional insured on the Commercial Liability Insurance.

IX.

UTILITIES AND OTHER SERVICES

The BOARD shall be responsible for the cost of trash collection and all utilities serving the DEMISED AREA, including, without limitation, electricity, gas, water and sewer. Where separate utility services and/or meters can be reasonably and economically installed to service the DEMISED AREA, the BOARD shall establish such utility service in its name and pay for same. In the event separate utility services and/or meters cannot be reasonably and economically installed, as mutually agreed to by the Parties, the Parties may either: 1) establish a rate for the BOARD to reimburse the COUNTY for these services, or 2) the BOARD may connect to the COUNTY'S existing utility services. In that event, the Parties shall facilitate the installation of one or more sub-meters to record the BOARD'S actual usage, and the BOARD shall reimburse the COUNTY for the BOARD'S portion of the COUNTY'S utility bill(s), at the same billable rate as the COUNTY paid. In the same fashion, in event that the Parties agree that the BOARD will utilize the COUNTY'S trash collection service, the BOARD shall reimburse the COUNTY for its proportionate cost of this service.

X.

INDEMNIFICATION AND HOLD HARMLESS

The COUNTY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of

the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the COUNTY, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED AREA.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the COUNTY or any persons on or about the DEMISED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The COUNTY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the DEMISED AREA during the BOARD'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the COUNTY, its agents, representatives or employees, or failure of the COUNTY to perform its covenants under this Agreement, and in such event the County's liability shall be subject to the limitations included within Section 768.28, Florida Statutes. The COUNTY shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

The BOARD shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED AREA, or permit the DEMISED AREA to be occupied by other persons, firms, corporations, or governmental units, without the COUNTY'S prior written consent, which consent shall be subject to applicable terms, conditions and requirements set forth in the Quitclaim Deed. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, the BOARD shall have the right to extend this Agreement, under the same terms and conditions set forth herein, for two (2) additional terms of ten (10) years each from the expiration of the original term or any renewal thereof, with the mutual agreement of the COUNTY, and provided the BOARD gives written notice to the COUNTY at least sixty (60) days prior to the expiration of the then current term. Approval of such renewal requests by the County, which approval shall be subject to applicable terms, conditions and requirements set forth in the Quitclaim Deed, shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD shall have the right to cancel this Agreement at any time after the Effective Date hereof, without cause or penalty, by

giving the COUNTY written notice at least one hundred eighty (180) days prior to the effective date of said cancellation. In addition, the BOARD may cancel the Agreement in the event the COUNTY is in default of any of the terms and conditions of this Agreement and said default is not cured, as provided for in Article XVI of this Agreement, within the applicable time frame, or in the event of damage or destruction to the DEMISED AREA, other than damage or destruction caused by the COUNTY.

The COUNTY may not cancel this Agreement during the first ten (10) years of the initial term, other than for default on the part of the BOARD and said default is not cured, as provided for in Article XVI of this Agreement, within the applicable time frame, or if the BOARD assigns or sublets its use of the DEMISED AREA without the COUNTY'S prior written consent, as provided for in Article XIII of this Agreement.

Thereafter, the COUNTY may cancel this Agreement at any time after the first ten (10) years of the initial term, without cause or penalty, by giving the BOARD written notice at least one hundred eighty (180) days prior to the effective date of said cancellation. However, the effective date of such cancellation shall not fall during the then current term school year. In addition, the County may cancel the Agreement, for cause, but only if the BOARD is in default of any of the terms and conditions of this Agreement and said default is not cured, as provided for in Article XVI of this Agreement, within the applicable time frame.

During either the initial twenty (20) year term or any renewal terms, the COUNTY may cancel this Agreement without any liability if it is determined that this Agreement, or any of the BOARD'S activities, uses, or occupancy of the DEMISED AREA, violates any restrictions existing as of the Effective Date of this Agreement affecting the Demised Area, whether such restrictions arise from title, covenants, easements, or applicable laws, including without limitation the County's Home Rule Charter and the Quitclaim Deed.

In addition, the COUNTY may immediately cancel the Agreement for cause and without penalty, and without providing the BOARD an opportunity to cure the default, if the BOARD assigns or sublets its use of the DEMISED AREA without the COUNTY'S prior written consent.

In the event of cancellation by either Party, the BOARD shall surrender and vacate the DEMISED AREA in compliance with Article XX of this Agreement.

XVI.

DEFAULT

The BOARD shall notify the COUNTY in writing regarding COUNTY'S failure to perform or to comply with the terms and condition of this Agreement. If the COUNTY fails to cure the default

within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the COUNTY's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the COUNTY. Within the first ten (10) years after the Commencement Date, in the event the BOARD terminates this Agreement due to the COUNTY defaulting under this Agreement and failing to cure the default as stipulated above, the COUNTY shall reimburse the BOARD all rents paid by the BOARD to the COUNTY under this Agreement, with said amount to be amortized equally over the initial ten (10) year period.

The COUNTY shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the COUNTY with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the COUNTY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, and any applicable terms, conditions or requirements in the Quitclaim Deed, the Parties agree that the BOARD shall and may peaceably have, hold and enjoy the DEMISED AREA, without hindrance or interference by the COUNTY.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the on-site District administrator, the COUNTY, or any of its agents, representatives or employees, shall have the right to enter the DEMISED AREA to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED AREA, provided such activities do not unreasonably interfere with the BOARD'S use of the DEMISED AREA.

XIX.

TAXES AND REGULATORY COMPLIANCE

The BOARD shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be imposed on the DEMISED AREA as a result of the use and occupancy of the DEMISED AREA by the BOARD.

In the event that upgrades, modifications or changes to improvements located within the DEMISED AREA are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of the BOARD'S use and occupancy of the DEMISED AREA, the BOARD shall be responsible, at the BOARD'S expense, for any such upgrade, modification or change.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, and subject to the applicable reservations, exceptions, restrictions, terms, conditions, and covenants contained in the Quitclaim Deed, the BOARD agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to remove all Portables and any other non-permanent facilities installed by the BOARD within the DEMISED AREA, and to thereafter surrender and deliver possession of the DEMISED AREA to the COUNTY. Given the logistics and technical requirements of removing said Portables, said work shall be accomplished within one hundred eighty (180) days from the effective date of said expiration, termination or cancellation, or other reasonable period of time as mutually agreed to by the Parties. In addition, the BOARD agrees, at the COUNTY'S sole option, to remove any permanent improvements constructed by the BOARD on the DEMISED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the COUNTY elects to retain said permanent improvements constructed by the BOARD, the BOARD agrees to convey title to the improvements to the COUNTY, without compensation due the BOARD. The BOARD shall promptly return all keys and other items belonging to the COUNTY and shall coordinate with the COUNTY to ensure a proper and timely surrender of the DEMISED AREA.

XXI.

AMENDMENTS

The BOARD and the COUNTY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the COUNTY and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the COUNTY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the COUNTY:

Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, FL 33128

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her

designee shall be the Party designated by the BOARD to grant or deny any and all approvals required under this Agreement, including, without limitation, establishing use schedules, modifying the areas or periods of use, establishing construction access areas and the DEMISED AREA, placing the COUNTY in default, and reviewing and approving all matters relating to the BOARD'S construction of improvements on the DEMISED AREA. The Superintendent of Schools or his/her designee shall also be the Party designated by the BOARD to grant or deny any approvals required by this Agreement for the renewal, extension, cancellation and/or termination of this Agreement as provided herein.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the COUNTY may deliver Notice on behalf of the BOARD and the COUNTY, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

E. The Parties hereto expressly acknowledge and agree that the reservations, exceptions, restrictions, terms, conditions, and covenants contained in the Quitclaim Deed apply in every respect and to the fullest degree to the terms and conditions set forth in this Agreement. To the extent that any acts, omissions, uses, occupancy, consents, approvals, or other matters contemplated in this Agreement are or may be subject to those reservations, exceptions, restrictions, terms, conditions, and covenants contained in the Quitclaim Deed, the Parties understand that the United States, as Grantor in the Quitclaim Deed, shall not be limited, restricted, or otherwise restrained in the exercise of such rights, privileges, and authority as may be reserved unto or reposed in the United States in and pursuant to the Quitclaim Deed.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the COUNTY, as enumerated below, in the event the DEMISED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenantable or unfit for the purposes intended, the BOARD may either cancel this Agreement by giving written notice to the

COUNTY, or repair/replace the damaged/destroyed facilities. In the event the BOARD elects to repair or replace the damaged/destroyed facilities, the BOARD shall repair or replace same, at the BOARD'S sole cost and expense with the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the COUNTY may, at its sole option, place the BOARD in default.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the BOARD shall surrender the DEMISED AREA in compliance with Article XX of the Agreement.

Any damage or destruction sustained to the DEMISED AREA where the BOARD can clearly substantiate that the improvements were damaged or destroyed as a result of the actions of the COUNTY, shall be repaired by the COUNTY, at the COUNTY'S sole cost and expense.

XXIX.

JOINT USE COMMITTEE

A Joint Use Committee, made up of the two (2) Middle/High School Magnet Programs Administrators, or their designees, and two (2) individuals appointed by the Park Director, or their designees, shall be established as of the Commencement Date of this Agreement, and shall be responsible for establishing, monitoring, and modifying the use of the DEMISED AREA in conformance with this Agreement. Except as otherwise provided in this Agreement, the Joint Use Committee shall be responsible for coordinating and resolving any issues pertaining to the scheduling, use, operation, maintenance, and supervision of the DEMISED AREA.

XXX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by

Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED AREA, or arising from the BOARD'S use or occupancy of the DEMISED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED AREA, or that arises at any time from the BOARD'S use or occupancy of the DEMISED AREA.

The BOARD shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED AREA or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED AREA, or the transportation to or from the DEMISED AREA of any Hazardous Substance.

The BOARD shall, at their expense, comply with all applicable Environmental Laws with respect to the DEMISED AREA. The BOARD shall, at its expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the BOARD with respect to the DEMISED AREA, then the BOARD shall, at the BOARD'S expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The BOARD shall promptly notify the COUNTY of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED AREA, and shall promptly provide the COUNTY with all information reasonably requested by the COUNTY regarding the use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XXXI.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with the Quitclaim Deed, and all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXII.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

Each Party acknowledges and accepts the authority of the other Party to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the other Party's records, its legal representatives' and contractors' records and the obligation of each Party to retain and to make those records available upon request, and in accordance with all applicable laws. Each Party shall keep records to show its compliance with this Agreement. In addition, each Party's contractors and subcontractors must make available, upon the other Party's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Each Party, its contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the DEMISED AREA; and (b) each Party shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

Each Party shall incorporate this provision into every contract that it enters into relating to the DEMISED AREA.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

The COUNTY shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with COUNTY policies and the reservations, exceptions, restrictions, terms, conditions, and covenants contained in the Quitclaim Deed, relating to the DEMISED AREA, including, without limitation, third party advertising or installation of

wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the BOARD'S rights to peaceful enjoyment of the DEMISED AREA or violate the terms and conditions in the Quitclaim Deed.

XXXIV.

REPRESENTATIONS

The COUNTY is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the COUNTY of its obligations under this Agreement, have been duly authorized by all necessary actions of the COUNTY, and do not contravene or conflict with any rules, regulations, policies or laws governing the COUNTY. The individual(s) executing this Agreement on behalf of the COUNTY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

MISCELLANEOUS PROVISIONS

A. RECORDATION: The COUNTY shall record the Agreement in the Public Records of Miami-Dade County, Florida; and will provide a recorded copy of the Agreement to the Clerk of the Board within thirty (30) days of the recordation of the Agreement for the Clerk of the Board to attach and permanently store a recorded copy of the Agreement. .

B. EMINENT DOMAIN: If any part of the DEMISED AREA is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The BOARD may pursue all available remedies for the taking but will have no interest in the award made to the COUNTY as it relates to the DEMISED AREA.

C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

E. DUE DILIGENCE: The BOARD acknowledges that the COUNTY has granted the BOARD access to the DEMISED AREA, via that certain Site Access Permit between the Parties, with full right to: (a) complete a boundary/topographical/tree survey of the DEMISED AREA; (b) conduct any and all inspections, investigations and tests on the DEMISED AREA, including, but not limited to geotechnical testing, soil borings and hazardous waste studies, reasonably necessary for the BOARD to determine the viability of the DEMISED AREA for the BOARD'S intended use, and (c) make such other inspections and examinations with respect to the DEMISED AREA as its counsel, licensed engineers, or other representative may have deemed necessary ("**Due Diligence Investigations**"). The BOARD also acknowledges that as of the Commencement Date

F. of this Agreement, the BOARD has had the opportunity to complete its required Due Diligence Investigations.

G. BROKERS: The COUNTY represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the COUNTY ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

H. PROMOTION: Other than activities undertaken to promote the BOARD'S programs at the DEMISED AREA, the BOARD shall not be permitted to use the DEMISED AREA for promotion or advertising of any type or nature whatsoever.

I. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

J. OPERATING AGREEMENT: The COUNTY and BOARD shall enter into a separate Operating Agreement to address operational issues relating to the Middle/High School Magnet Programs, which document shall become a part of this Agreement by reference.

XXXVI.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the COUNTY.

IN WITNESS WHEREOF, the BOARD and the COUNTY have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

COUNTY:
MIAMI-DADE COUNTY

By:_____
Carlos A. Gimenez
Mayor
Date:_____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date: 8/12/15

ATTEST:

By:_____
County Clerk

RECOMMENDED:

_____
Jaime G. Torrens
Chief Facilities Officer

TO THE COUNTY: APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

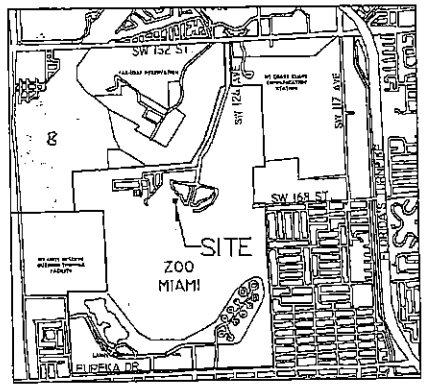
By: _____
County Attorney

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

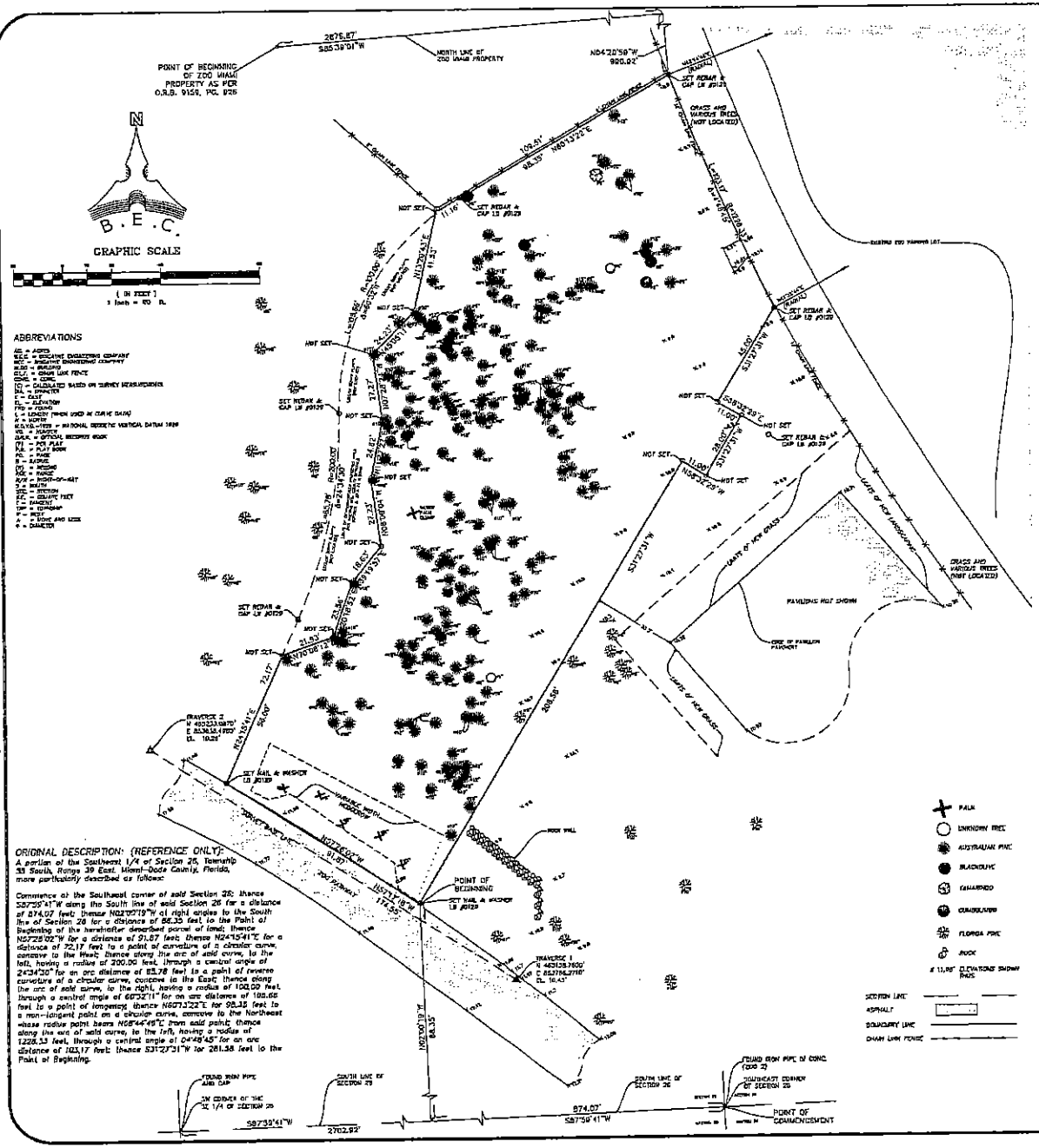
08/03/2015
_____
School Board Attorney

Exhibit "A"
Demised Area

BOUNDARY AND TOPOGRAPHIC SURVEY



LOCATION SKETCH
NOT TO SCALE



ABBREVIATIONS

AD = AIRED
BEC = BISCAYNE ENGINEERING COMPANY
BEC = BISCAYNE ENGINEERING COMPANY
BLDG = BUILDING
C.L.F. = CHAIN LINK FENCE
CONC = CONC
(C) = CALCULATED BASED ON SURVEY MEASUREMENTS
DIA. = DIAMETER
E = EAST
EL. = ELEVATION
FND = FOUND
L = LENGTH (WHEN USED IN CURVE DATA)
M = NORTH
N.G.V.D. (1929) = NATIONAL GEODETIC VERTICAL DATUM 1929
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
R = RADIUS
RD = RECORD
RGE = RANGE
R/W = RIGHT-OF-WAY
S = SOUTH
SEC = SECTION
SFT = SQUARE FEET
TANGENT
TWP = TOWNSHIP
W = WEST
X = EDGE AND SIZE
Ø = DIAMETER

ORIGINAL DESCRIPTION: (REFERENCE ONLY):
A portion of the Southeast 1/4 of Section 26, Township 53 South, Range 39 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 26; thence S87°59'41"W along the South line of said Section 26 a distance of 874.07 feet; thence N02°00'19"W at right angles to the South line of Section 26 for a distance of 56.35 feet to the Point of Beginning of the hereinafter described parcel of land; thence N57°28'02"W for a distance of 91.87 feet; thence N24°55'41"E for a distance of 72.17 feet to a point of curvature of a circular curve, concave to the West; thence along the arc of said curve, to the left, having a radius of 200.00 feet, through a central angle of 24°34'00" for an arc distance of 85.78 feet to a point of reverse curvature of a circular curve, concave to the East; thence along the arc of said curve, to the right, having a radius of 100.00 feet, through a central angle of 60°02'11" for an arc distance of 100.66 feet to a point of tangency; thence N02°13'22"E for 95.35 feet to a non-tangent point on a circular curve, concave to the Northeast whose radius point bears N05°44'45"E from said point; thence along the arc of said curve, to the left, having a radius of 1228.33 feet, through a central angle of 04°49'45" for an arc distance of 103.17 feet; thence S31°27'31"W for 261.58 feet to the Point of Beginning.

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 26, Township 53 South, Range 39 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 26; thence S87°59'41"W along the South line of said Section 26 for a distance of 874.07 feet; thence N02°00'19"W at right angles to the South line of Section 26 for a distance of 56.35 feet to the Point of Beginning of the hereinafter described parcel of land; thence N57°28'02"W for a distance of 91.87 feet; thence N24°55'41"E for a distance of 72.17 feet; thence N02°13'22"E for 95.35 feet; thence N38°19'37"E for 18.63 feet; thence N43°05'11"E for 24.82 feet; thence N07°28'24"W for 27.27 feet; thence N43°05'11"E for 24.23 feet; thence N13°01'43"E for 41.33 feet; thence N09°13'22"E for 108.51 feet to a non-tangent point on a circular curve, concave to the Northeast whose radius point bears N05°44'45"E from said point; thence along the arc of said curve, to the left, having a radius of 1228.33 feet, through a central angle of 04°49'45" for an arc distance of 103.17 feet; thence S31°27'31"W for 43.00 feet; thence S58°32'29"E for 17.00 feet; thence S31°27'31"W for 28.00 feet; thence N58°32'29"W for 11.00 feet; thence S31°27'31"W for 208.58 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 26, Township 53 South, Range 39 East, Miami-Dade County, Florida.
- Lands shown hereon contains 34,268 square feet, or 0.787 acres, more or less.
- Reference: Biscayne Engineering Company Survey 00-1107 Project No. 78244 Dated 8/06/2003.
- This site was not abstracted for Easements or Rights-of-Way of record other than platted Rights-of-Way. It is recommended that client obtain Title insurance and Title Search which will reveal all matters of record in the aforementioned Section Township and Range.
- Bearings shown hereon are based on an assumed meridian, and are referenced to Survey Benchmark Points 1 and 2 shown hereon, having a bearing of N57°11'16"W.
- Dimensions indicated hereon are fair measured using a total station electronic distance measurement (EDM), unless otherwise noted.
- Underground improvements and/or underground utilities, where they are not visible at surface ground level, are not shown including but not limited to buildings, structural appurtenances, storm drainage systems, tanks or rubbish pits.
- No attempt was made by the surveyor to locate underground utilities, unless otherwise noted.
- The approximate location of visible utilities shown hereon were field located.
- No attempt was made by the surveyor to locate underground utilities.
- No attempt was made by the surveyor to determine natural rights ownership and/or rights-of-way appurtenant thereto.
- Direction of surface drain under "Drainage Flow" not determined by surveyor.
- The front property line is depicting are to the exterior face of buildings perimeter walls; underground foundations have not been located or shown.
- Trees were identified to the best of our ability. It is recommended that client consult an arborist for verification of scientific names, and trees that are unknown to the surveyor.
- This map (or sketch) of Survey is intended to be displayed at a scale of one inch equals twenty feet or smaller.
- The accuracy achieved by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirements for a Commercial / High Risk (Over 1 foot in 10,000 feet), as evidenced in Rule 5J-17-051 of the Florida Administrative Code.
- The attached SKETCH OF SURVEY is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929 (NGVD29), and are referenced on the following Miami-Dade County Published Benchmarks:
  1) Zone 3 Found 2" Iron Pipe in Concrete having a published elevation of 12.44' located approximately 500 feet South of SW 124th Ave.
  2) Zone 3 Found Brass Disk in Concrete Monument having a published elevation of 13.69' located at SW 152 Street 0.5 Mile South thereof and SW 124th Ave 25' East of Centerline thereof.
- This Site Lies Flood Zone X, Per Flood Insurance Rate Map (FIRM) Map Number 12086C0328H Suite 1. Community Panel Unincorporated Miami-Dade County No. 120635, dated September 11, 2009.
- The Boundary Dimensions shown hereon were modified from the original survey prepared for this site. The additional survey markers have not been set as of the date of the revision, therefore the date of the survey has not changed. The contours were and along the original line not the revised line.

SURVEYOR'S CERTIFICATE:

I hereby certify that the attached "TOPOGRAPHIC SURVEY" was prepared in accordance with Chapter 5J-17, as set forth by The Florida Board of Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
322 WEST FLAGLER STREET, MIAMI, FL 33130
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CB-0000672, LB-0000129

SURVEY DATE: 07/31/14

Andrew D. Conner, PSM, Vice President, for the firm
Professional Surveyor and Mapper No. 5955
State of Florida

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers Planners Surveyors
LICENSE
322 WEST FLAGLER STREET
MIAMI, FL 33130
PH. (305) 716-7100
FAX (305) 716-7199
FOR BEC-Information/Inquiry Form
CONTACT: info@bec-engineering.com

COPY			
1	10/31/14	DRF	REVISE & ADD TOPOGRAPHICAL DETAILS
2	10/31/14	DRF	REVISE & ADD TOPOGRAPHICAL DETAILS
3	10/31/14	DRF	REVISE & ADD TOPOGRAPHICAL DETAILS
4	10/31/14	DRF	REVISE & ADD TOPOGRAPHICAL DETAILS

ZOO MIAMI

FIELD: M.C. HARRY & ASSOCIATES, INC		DRAWN: BY: R.M.J.	CHECKED BY: A.C.
SCALE: 1" = 20'	REVIEWED BY: J.B.	F.B. PG.:	
DATE: 06-18-14	APPROVED BY: A.C.		2009/10-32

ORDER No. 03-94232
SHEET No. 1 OF 1

This drawing is the property of Biscayne Engineering Company, Inc. and shall not be used or reproduced, in whole or in part, without permission of Biscayne Engineering Company, Inc.

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DC-5612-NGVD-29

LEGAL DESCRIPTION:

A portion of the Southeast 1/4 of Section 26, Township 55 South, Range 39 East, Miami-Dade County, Florida, more particularly described as follows:

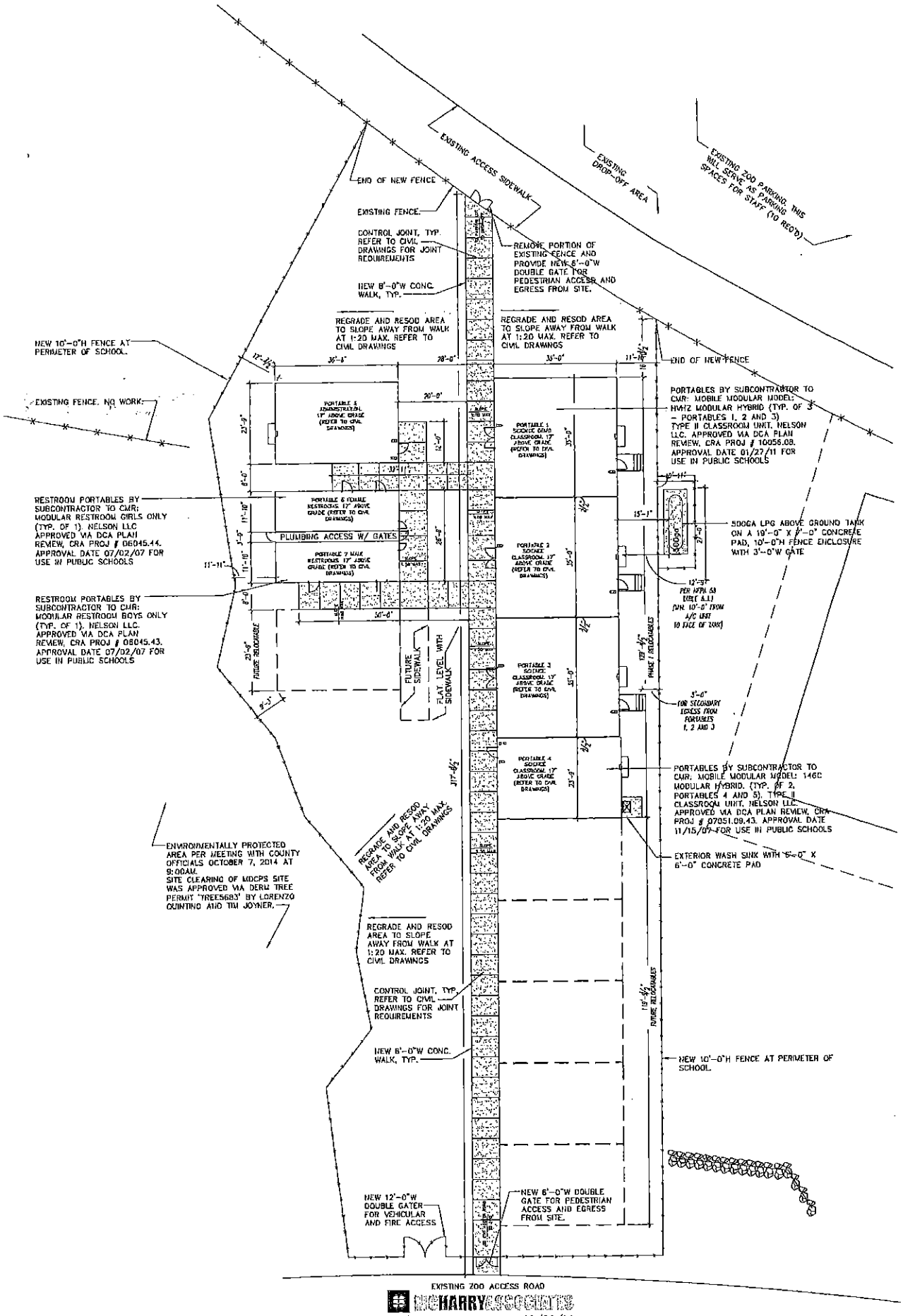
Commence at the Southeast corner of said Section 26; thence S87°59'41"W along the South line of said Section 26 for a distance of 874.07 feet; thence N02°00'19"W at right angles to the South line of Section 26 for a distance of 88.35 feet to the Point of Beginning of the hereinafter described parcel of land; thence N57°28'02"W for a distance of 91.87 feet; thence N24°15'41"E for a distance of 56.00 feet; thence N70°08'12"E for 21.93 feet; thence N20°18'52"E for 23.56 feet; thence N39°19'57"E for 18.63 feet; thence N08°00'04"W for 27.23 feet; thence N11°27'27"E for 24.82 feet; thence N07°28'24"W for 27.27 feet; thence N45°05'11"E for 24.23 feet; thence N13°20'43"E for 41.53 feet; thence N60°13'22"E for 109.51 feet to a non-tangent point on a circular curve, concave to the Northeast whose radius point bears N68°44'46"E from said point; thence along the arc of said curve, to the left, having a radius of 1228.33 feet, through a central angle of 04°48'45" for an arc distance of 103.17 feet; thence S31°27'31"W for 45.00 feet; thence S58°32'29"E for 11.00 feet; thence S31°27'31"W for 28.00 feet; thence N58°32'29"W for 11.00 feet; thence S31°27'31"W for 208.58 feet to the Point of Beginning.

Revised 10/13/2014 4:21 p.m.

Exhibit "B"
Certificate of Completion, Certificate of Occupancy or equivalent

The Certificate of Completion (or its equivalent) shall be attached to the Joint Use Agreement upon completion of the Work by the SCHOOL BOARD, and issuance of same by the appropriate jurisdictional entity.

Exhibit "C"
Work



HARRY ASSOCIATES

SITE PLAN 10/08/14

ATTACHMENT B

United States Department of the Interior

NATIONAL PARK SERVICE
Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., SW.
Atlanta, Georgia 30303

IN REPLY REFER TO:
SER-P
FL-546
JUA County-School Board

June 25, 2015

John M. Bowers
PROS Park Planning Section Supervisor
Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2nd Street
Miami, FL 33128

Dear Mr. Bowers,

We have completed our review of the proposed final Joint Use Agreement between Miami-Dade County and the School Board of Miami-Dade County at the Zoo Miami proprty. We find the proposed agreement to be satisfactory and hereby offer our concurrence. Furthermore, we consider the agreement to be consistent with the provision in the Quitclaim Deed that states:

> 3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

Please provide this office with a copy of the executed agreement upon its availability. If you have any questions, please do not hesitate to contact me at 404-507-5689 or at john_barrett@nps.gov.

Sincerely,

John R. Barrett
Program Manager
Federal Lands to Parks
Southeast Region